

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AMERICAN EXPRESS PUBLISHING
CORPORATION,

Plaintiff,

v.

CSMJ, INC.

Defendant.

Civil Action No. 08 cv 3396 (WHP)

**AFFIDAVIT OF MICHAEL G. GIUSEFFI
IN SUPPORT OF JUDGMENT BY
DEFAULT**

COUNTY OF NEW YORK)

) ss.

STATE OF NEW YORK)

MICHAEL G. GIUSEFFI, duly sworn, deposes and says:

I am Senior Manager, Credit and Collections, for American Express Publishing Corporation ("AmEx"). I am familiar with the facts set forth herein and submit this affidavit in support of plaintiff's application for judgment by default.

1. AmEx and CSMJ, Inc. ("CSMJ") entered into a Publishing Agreement with an effective date of October 20, 2006 ("2006 Agreement"). A true and correct copy of the 2006 Agreement is attached hereto as Exhibit 1.

2. Per the 2006 Agreement, AmEx was to create and distribute two customized newsletters for CSMJ on behalf of a client of CSMJ. Per the 2006 Agreement, upon execution of the contract, CSMJ was required to pay AmEx a fee of \$100,000.00. Upon shipment of the newsletters by AmEx, CSMJ was required to pay another fee of \$324,000.00. AmEx created and distributed the newsletters.

AmEx issued an invoice to CSMJ dated December 5, 2006, indicating that the balance due and owing from CSMJ to AmEx relating to the 2006 Agreement was \$249,000.00, and requiring payment within thirty days of the date of the invoice. A true and correct copy of that invoice is attached hereto as Exhibit 2.

3. To date, CSMJ has not paid to AmEx the outstanding balance of \$249,000.00, or any part thereof.

4. AmEx and CSMJ also entered into a Publishing Agreement with an effective date of

March 30, 2007 ("2007 Agreement"). A true and correct copy of the 2007 Agreement is attached hereto as Exhibit 3.

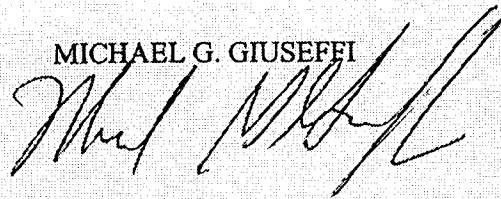
5. Per the 2007 Agreement, AmEx was to create and distribute a customized brochure for CSMJ on behalf of a client of CSMJ. Upon shipment of the brochure by AmEx, CSMJ was required to pay \$104,500.00, plus all postage related to the distribution. AmEx created and distributed the brochures.

AmEx issued an invoice to CSMJ dated June 14, 2007, indicating that the balance due and owing from CSMJ to AmEx relating to the 2007 Agreement was \$6,176.00, and requiring payment within thirty days of the date of the invoice. A true and correct copy of that invoice is attached hereto as Exhibit 4.

6. To date, CSMJ has not paid to AmEx the outstanding balance of \$6,176, or any part thereof.

Thus, the total principal amount that remains due and owing by CSMJ to AmEx is \$255,176.00.

MICHAEL G. GIUSEFFI



Sworn to before me 10th
this 10th day of July 2008


NOTARY PUBLIC

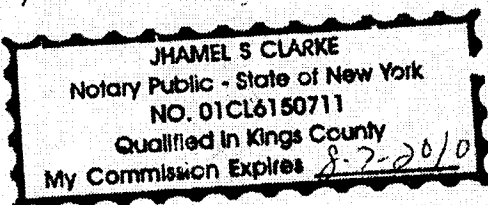


EXHIBIT 1



PUBLISHING AGREEMENT

THIS PUBLISHING AGREEMENT (the "Agreement") is entered into this 20th day of October, 2006 ("Effective Date") by and between, American Express Publishing Corp. on behalf of its division, Custom Solutions ("Publisher"), and CSMJ, Inc., DBA American Express Business Advisory Group ("CSMJ").

Section I: Program Objective

By this Agreement CSMJ is hiring Publisher to create two (2) customized Newsletters (collectively the "Newsletter") for CSMJ, on behalf of CSMJ's client Centex Homes ("Centex"). Publisher will mail the Newsletter to American Express Cardmembers ("Cardmembers"). One (1) Newsletter will be created for Centex's "The Quarry" property, and one (1) Newsletter will be created for Centex's "Plantation" property. The goal of each Newsletter is to provide insightful, relevant information that:

- Encourages Cardmembers to want to visit the Naples/Fort Meyers area and explore buying new Centex homes; and
- Promotes an exclusive preview weekend event available to Cardmembers.

Section II: Creative Approach

- The overall look of the Newsletter will be very simple and clean. Publisher agrees to use its best efforts to design each Newsletter with a distinct look-and-feel to "break through the clutter" of traditional direct-mail pieces. Each Newsletter will also retain branding elements that are relevant to each distinct Centex property (The Quarry and Plantation) to the extent such branding elements are provided to Publisher by CSMJ in a timely manner.
- Content will be created or supplied by Publisher and CSMJ and designed to appeal to Cardmembers.

Section III: Publisher Obligations

1. *Development Services* - Publisher will provide CSMJ with content development and production services including writing, editing, designing, art, photography, paper procurement, pre-press, printing, and project management. Publisher agrees to utilize Centex creative elements, (e.g., photos, images, content, information from the Centex branding guidelines or source such materials in accordance with the platform guidelines) ("Centex Material") provided the Centex Material is delivered by CSMJ in a timely manner. CSMJ shall be responsible for clearing all rights required for all Centex Material provided by, or by a third party on behalf of, Centex (including, without limitation, copyrights, trademarks, or privacy and publicity rights).

2. *Editorial Services* - Publisher will provide CSMJ with proposed tables of contents for approval by CSMJ in accordance with the time frames set forth in the attached Exhibit A.

Thereafter, Publisher will provide CSMJ with three (3) rounds of revisions as follows:

- (1) Revised tables of contents and comps;
- (2) Color page proofs, including completed articles and art in fully edited form; and
- (3) Final correction proofs.

3. *Versions* - As discussed in Section I above, publisher will produce two (2) Newsletters, one (1) for Centex "The Quarry" property and one (1) for Centex "Plantation" property.

4. *CSMJ Copies* - Publisher will provide CSMJ with fifty (50) copies of each Newsletter for CSMJ's offices, at no additional charge (included in the price set forth in Section VII). In the event that CSMJ requires more office copies, CSMJ shall pay Publisher for each additional copy at the overmin rate of \$2.12/copy.

5. *Non-Circumvent* - Publisher recognizes that CSMJ is the exclusive representative for Centex. Publisher (and its subsidiaries and affiliates) represents, warrants, and agrees that it will not, whether during the Term, and for a period of twelve (12) months thereafter, execute an agreement with Centex directly for Publisher to publish, re-print for, or provide custom publication services to Centex without the approval of CSMJ.

Section IV: CSMJ Obligations

1. *Review and Approvals* - CSMJ will provide Publisher with comments and approvals for each of the three (3) rounds of revision for each issue of the Newsletter, within the timeframe set forth in Exhibit A. If CSMJ fails to provide Publisher with comments or approval within the time period described in Exhibit A, then such revision shall be considered accepted and approved by CSMJ and it is possible that such failure may result in a delay of the press date listed in Exhibit A. In addition, to the extent required by American Express Company ("AEXP") as such requirements are conveyed to CSMJ by Publisher, each Newsletter is subject to review and approval by AEXP prior to shipment to Cardmembers.

2. *Trademarks* - CSMJ will be responsible for obtaining trademark clearance and any trademark registrations for the name of each Newsletter. CSMJ (or its client, Centex) will own such trademarks to the names of each Newsletter and not Publisher.

3. *Branding* - To the extent required by AEXP, Publisher shall also incorporate AEXP branding (including the Blue Box logo), as set forth in Exhibit B, into the Newsletter mailing label. The Blue Box logo must be a minimum of 3/8th of an inch square and must appear in either blue or black.

4. *Content* - CSMJ will provide Publisher with the Centex Material (per Section III, above). CSMJ will provide written approval of the Newsletter (not to be unreasonably withheld or delayed) and Centex branding guidelines. CSMJ will also provide written approval of any "Calls-to-Action", (e.g., American Express Card benefit "call-outs" and offers), to promote American Express Card usage, that is included in the Newsletter, which approval must be obtained before Publisher can include the Calls-to-Action in the Newsletter.

5. *Cardmember Offer* - CSMJ shall provide Publisher with an AEXP-approved special offer ("Offer") for Cardmembers for inclusion in each issue of the Newsletter. The Offer must be in compliance with AEXP Offer Guidelines. Such Offer shall be made available, at Centex's cost, to Newsletter recipients in accordance with AEXP guidelines.

6. **Mailing Addresses** - Publisher working with AEXP, will provide all mail addresses for recipients of the Newsletters.

Section V: Specifications for the Newsletter

- Number of pages: 8 pages
- Number of copies: Approximately 75,000 for the Quarry and approximately 125,000 for Plantation. The total number of copies will be 200,000.
- Trim size: 9" x 9"
- Paper stock: 100# paper stock throughout
- Saddle stitch binding
- 4 color
- 100% original editorial
- All photography, one time use both online and offline rights. All property photography shots and other Centex Material from The Quarry and Plantation to be supplied by CSMJ.
- 1x frequency
- 2 versions: 1 for The Quarry and 1 for Plantation

Section VI: Quantities and Distribution

Publisher shall distribute approximately 75,000 copies of the Quarry version and approximately 125,000 copies of the Plantation version (i.e., 200,000 total copies) of the Newsletter via 3rd class postage to select Cardmembers who fit a pre-established/specific profile (with known travel to Florida, affluent, golf, and/or marina spend), who have not "opted-out" of receiving such types of communications and who otherwise meet AEXP policies for such mailing.

Deleted:

The Newsletter must be accompanied by the Offer (per Section IV, above) and must be consistent with AEXP branding guidelines as highlighted in Exhibit B.

CSMJ hereby acknowledges and agrees that neither it, nor its employees, agents, clients (including, without limitation Centex) or representatives will have access to the names and addresses of Newsletter recipients or other Cardmember data compiled in accordance with this Section VI. Such data is strictly confidential and proprietary to AEXP and Publisher. Publisher's obligations hereunder are subject to Centex signing the "American Express Participation Agreement" attached hereto as Exhibit C.

11/08/2008. St

Publisher shall make Newsletter ready for shipment on or about 10/25/2008.

Section VII: Pricing

Upon execution of contract, CSMJ shall pay to Publisher a fee of \$100,000. Upon shipment of Newsletter by Publisher, CSMJ shall pay to Publisher a fee of \$324,000 ("Fee") for the services provided by Publisher hereby. The Fee includes: a) all freight and postage costs related to the distribution of the Newsletter; and b) all costs associated with creating and producing the Newsletter (excluding Centex Material and other content provided by CSMJ). The Fee does not include agreed upon ancillary costs, if agreed to in advance in writing by CSMJ.

Formatted
Formatted

Pricing is subject to change if CSMJ requests an increase in volume or different production specifications from those specifications noted above in Section V. CSMJ will incur a penalty of no

less than \$5,000 for all type or design changes requested by CSMJ after the SHIP TYPE date indicated in Exhibit A.

Section VIII: Term

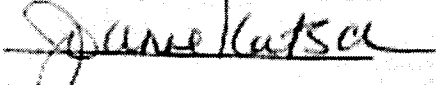
The Term of this Agreement shall begin on the Effective Date and terminate on 12/14/2006 ("Termination Date"). To the extent that Publisher has not fulfilled its obligations pursuant to this Agreement by the Termination Date, then Publisher's obligations pursuant to this Agreement shall survive the Termination Date until so satisfied.

Section IX: Miscellaneous

(a) Each party shall have the non-exclusive limited right to use the other party's trademarks, names and logos solely in connection with the Newsletter and the distribution thereof; provided, however, that each and every use shall be approved in writing by the party who owns the name/mark (such approval not to be unreasonably withheld or delayed); (b) CSMJ hereby grants Publisher a non-exclusive license to use the Centex Material (including the trademarks and logos contained therein) in and as part of each Newsletter, and CSMJ represents and warrants that it has the right to grant Publisher such license and shall indemnify and hold Publisher harmless from any and all claims that arise from Publisher's use of the Centex Material; (c) CSMJ acknowledges that the content, design, and layout of the Newsletter is proprietary to Publisher and Publisher shall own all rights therein and thereto (excluding any content provided by, or by a third party on behalf of, CSMJ) and CSMJ's trademarks, tradenames, and logos; (d) Except as set forth in Section IX(b), above, neither party makes any warranties, representations, or guarantees of any kind or nature, whether express, implied, or statutory (including warranties of merchantability and fitness for a particular purpose); (e) This Agreement constitutes the entire and sole agreement between Publisher and CSMJ, and merges all prior and contemporaneous communications with respect to the subject matter hereof; (f) This Agreement shall not be modified or amended except by written agreement signed by both parties; (g) In no event will either party be liable for consequential, incidental, exemplary, special or punitive loss, damage, or expense or lost profits, even if it has been advised of their possible existence; and (h) This Agreement and performance under it shall be governed by and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws.

Please acknowledge your acceptance of this Agreement by signing in the space provided below.

AGREED TO AND ACCEPTED BY:



Joanne Katsch
Vice President Custom Publishing
American Express Publishing Corp.



Phil Gorman
authorized signatory on behalf of CSMJ, Inc.
DBA, American Express Business Advisory
Group

EXHIBIT A**Preliminary Production Schedule**

Creative kick-off	9/25/2006	Monday
Publisher submits detailed editorial plan		
Client returns Edit plan with final comments	9/26/2006	Tuesday
Publisher internal Art/Layout presentation	9/29/2006	Friday
Publisher presents first page proofs to Client; Publisher to schedule conference call.	9/29/2006	Friday
Client sends proofs for internal review/legal clearance		
Client returns page proofs with comments & Distribution Instructions	10/11/2006	Wednesday
Publisher provides final proofs, with incorporated comments, to Client	10/17/2006	Tuesday
Client signs off on final proofs	10/19/2006	Thursday
SHIP COLOR	10/20/2006	Friday
Client gives sign-off on confirmation proof	10/24/2006	Tuesday
QUALITY CONTROL - Edit, Art Final Sign-off	10/24/2006	Tuesday
SHIP TYPE - Quality Control - Production	10/25/2006	Wednesday
Composites in-house	10/27/2006	Friday
Composites due back	10/27/2006	Friday
Publisher sends tape instructions and tape layout to printer	10/27/2006	Friday
Prepress ships print files to printer	10/30/2006	Monday
DBLs from printer	11/1/2006	Wednesday
DBLs back to printer	11/2/2006	Thursday
Pre-printed inserts due at printer	11/2/2006	Thursday
ON PRESS	11/3/2006	Friday
Postage Due	11/3/2006	Friday
Inkjet/Polybag/Drop mail	11/8/2006	Wednesday
In-house start (earliest)	11/14/2006	Tuesday

EXHIBIT B

AEXP Branding and Blue Box Logo Guidelines

Overview

The American Express Blue Box logo is recognized around the world as a symbol of our commitment to unsurpassed service, expertise, and integrity. To support our strong and recognizable visual identity, it is essential to use the Blue Box logo in the colors and formats specified in these guidelines.

Because of its global recognition and equity, all American Express communications must include the Blue Box logo. To prevent consumer confusion, no new logos may be created for any American Express product, service, marketing program or business unit.

Size

The recommended size of the Blue Box logo is 0.5" (12.7mm) wide for most standard-page size applications. The minimum size is 0.375" (9.525mm). The recommended online size for the logo is 45 x 45 pixels.

Color

The 4-color, 2-color, and black and white Blue Box logos each contain a radial gradient specifically created to enhance the contrast between the Blue Box and the background.

In all versions of the logo, the outline of the words "American Express" in the Blue Box must always be white, regardless of the background color on which the logo appears. In print communications, use the appropriate color formula based on the paper stock selected (coated vs. uncoated).

Clear Space and Placement

Always use the recommended clear space of 1/3 the width of the Blue Box, as shown, to maintain optimum legibility and avoid interference from nearby text, complex illustrations, or other elements that might compromise the logo's impact. If the logo is placed over simple photographic imagery or graphics, the contrast level and integrity of the logo must not be compromised.

Clear space between the Blue Box logo and a partner's logo should equal at least 1 1/2 times the width of the Blue Box. Logos should never be stacked vertically. The American Express Blue Box logo should always appear on the right.

Registration Mark

The registration mark "®" must always appear with the American Express Blue Box logo. It must always appear as blue except in the 1-color black and white versions, where it should appear as black.

EXHIBIT 2

American Express Publishing Corp.

4624 Paysphere Circle
Chicago, IL 60674**Invoice**

DATE	INVOICE #
12/5/2006	AEP4189

BILL TO
CSMJ Inc. Attn.: Phil Gorman 900 East Columbar Ct. Eagle, ID 83616

P.O. NO.	TERMS	PROJECT
	Net 30	Centex Homes Broc...

DESCRIPTION	AMOUNT
2nd Installment for Issue 1 of Centex Brochures for The Quarry and Plantation	
Total Project cost \$424,000, less first installment of \$100,000	
Final installment to produce 200,000 brochures (75,000 for the Quarry and 125,000 for Plantation)	324,000.00

Charges are Net, Non-Commissionable and Are Not Subject To Any Discounts.

Please Make Your Check Payable to American Express Publishing Corp. and remit to the address at the top of this page. Include invoice number on remittance.

Total	\$324,000.00
Balance Due	\$249,000.00

EXHIBIT 3



PUBLISHING AGREEMENT

THIS PUBLISHING AGREEMENT (the "Agreement") is entered into this 21 day of March, 2007 ("Effective Date") by and between, American Express Publishing Corp. on behalf of its division, Custom Solutions ("Publisher"), and CSMJ, Inc., DBA American Express Business Advisory Group ("CSMJ").

Section I: Program Objective

By this Agreement CSMJ is hiring Publisher to create one (1) customized Brochure (the "Brochure") for CSMJ, on behalf of CSMJ's client Centex Homes ("Centex"). Publisher will mail the Brochure to American Express Cardmembers ("Cardmembers"). The Brochure will be created for three (3) Centex properties: Glen Riddle, Ellis Point, and Broad Marsh. The goal of the Brochure is to provide insightful, relevant information that:

- Encourages Cardmembers to visit the Maryland/Delaware Eastern Shore area and explore buying new Centex homes; and
- Promotes an exclusive dining offer for Cardmembers who visit the properties.

Section II: Creative Approach

The overall look of the Brochure will be very simple and clean. Publisher agrees to use its best efforts to design the Brochure with a distinct look-and-feel to "break through the clutter" of traditional direct-mail pieces. The Brochure will also contain branding elements that are relevant to each Centex property (Glen Riddle, Ellis Point, and Broad Marsh) to the extent such branding elements are provided to Publisher by CSMJ in a timely manner. Content will be created or supplied by Publisher and CSMJ and designed to appeal to Cardmembers.

Section III: Publisher Obligations

1. *Development Services* - Publisher will provide CSMJ with content development and production services including writing, editing, designing, art, photography, paper procurement, pre-press, printing, and project management. Publisher agrees to utilize Centex creative elements, (e.g., photos, images, content, information from the Centex branding guidelines or source such materials in accordance with the platform guidelines) ("Centex Material") provided the Centex Material is delivered by CSMJ in a timely manner. CSMJ shall be responsible for clearing all rights required for all Centex Material provided by, or by a third party on behalf of, Centex (including, without limitation, copyrights, trademarks, or privacy and publicity rights).

2. *Editorial Services* - Publisher will provide CSMJ with proposed tables of contents for approval by CSMJ in accordance with the time frames set forth in the attached Exhibit A (In the event there is no time period set forth in Exhibit A, the time period for review shall be five (5) business days after Company's receipt of the materials for review) Thereafter, Publisher will provide CSMJ with three (3) rounds of revisions as follows:

- (1) Revised tables of contents;
- (2) Color page proofs, including completed articles and art in fully edited form; and
- (3) Final correction proofs.

3. *CSMJ Copies* - Publisher will provide CSMJ with fifty (50) copies of each version of the Brochure (June and August version) for both Centex DC's and CSMJ's offices, at no additional charge (included in the price set forth in Section VII). In the event that CSMJ requires more office copies, CMSJ shall pay Publisher for each additional copy at the overrun rate of **\$2.09/copy**.

4. *Non-Circumvent* - Publisher recognizes that CSMJ is the exclusive representative for Centex. Publisher (and its subsidiaries and affiliates) represents, warrants, and agrees that it will not, whether during the Term, and for a period of twelve (12) months thereafter, execute an agreement with Centex directly for Publisher to publish, re-print for, or provide custom publication services to Centex without the approval of CSMJ.

Section IV: CSMJ Obligations

1. *Review and Approvals* - CSMJ will provide Publisher with comments and approvals for each of the three (3) rounds of revision for the Brochure, within the timeframe set forth in Exhibit A. (in the event there is no time period set forth in Exhibit A, the time period for review shall be five (5) business days after CSMJ's receipt of the materials for review). If CSMJ fails to provide Publisher with comments or approval within the time period described in Exhibit A, then such revision shall be considered accepted and approved by CSMJ and it is possible that such failure may result in a delay of the press date listed in Exhibit A. In addition, to the extent required by American Express Company ("AEXP") as such requirements are conveyed to CSMJ by Publisher, the Brochure is subject to review and approval by AEXP prior to shipment to Cardmembers.

2. *Trademarks* - CSMJ will be responsible for obtaining trademark clearance and any trademark registrations for the name of the Brochure. CSMJ (or its client, Centex) will own such trademarks to the name of the Brochure and not Publisher.

3. *Branding* - To the extent required by AEXP, Publisher shall also incorporate AEXP branding (including the Blue Box logo), as set forth in Exhibit B, into the Brochure mailing label. The Blue Box logo must be a minimum of 3/8th of an inch square and must appear in either blue or black.

4. *Content* - CSMJ will provide Publisher with the Centex Material (per Section III, above). CSMJ will provide written approval of the Brochure (not to be unreasonably withheld or delayed) and Centex branding guidelines. CSMJ will also provide written approval of any "Calls-to-Action", (e.g., American Express Card benefit "call-outs" and offers), to promote American Express Card usage, that is included in the Brochure, which approval must be obtained before Publisher can include the Calls-to-Action in the Brochure.

5. **Cardmember Offer** – CSMJ shall provide Publisher with an AEXP-approved special offer ("Offer") for Cardmembers for inclusion in the Brochure. The Offer must be in compliance with AEXP Offer Guidelines. Such Offer shall be made available, at Centex's cost, to Brochure recipients in accordance with AEXP guidelines.

6. **Mailing Addresses** - Publisher working with AEXP, will provide all mail addresses for recipients of the Brochures.

Section V: Specifications for the Brochure

- **Number of pages:** 12 pages
- **100,000 copies**
 - Approximately 50,000 to be distributed in June 2007
 - Approximately 50,000 to be distributed in August 2007
- **Trim size:** 9" x 9"
- **Paper stock:** 100# Sterling Ultra Webb gloss cover stock throughout
- **Saddle stitch binding**
- **4 color**
- **Standard blow-in BRC, 4" x 6", 9 pt. matte stock**
- **Polybag with carrier sheet offer letter, 70# Sterling Ultra Webb matte**
 - 1 offer letter version to be included with the June 2007 distribution
 - 1 offer letter version to be included with the August 2007 distribution
- **100% original editorial**
- **All photography, one time use both online and offline rights. All property photography shots and other Centex Material to be supplied by CSMJ.**
- **1x frequency**

Section VI: Quantities and Distribution

Publisher shall distribute approximately 100,000 copies of the Brochure via 3rd class postage to select Cardmembers who fit a pre-established/specific profile (affluent, with known travel to specific areas of Delaware and Maryland, golf and/or lodging spend), who have not "opted-out" of receiving such types of communications and who otherwise meet AEXP policies for such mailing.

For the avoidance of doubt, Publisher's obligation to ship the Brochure to AEXP Cardmembers is subject, in each case, to AEXP's prior written approval. In the event, AEXP does not approve of a request for Publisher to access and mail the Brochure to AEXP Cardmembers, either party may terminate this Agreement upon thirty (30) days written notice, following AEXP's rejection of such request.

The Brochure must be accompanied by the Offer (per Section IV, above) and must be consistent with AEXP branding guidelines as highlighted in Exhibit B.

CSMJ hereby acknowledges and agrees that neither it, nor its employees, agents, clients (including, without limitation Centex) or representatives will have access to the names and addresses of Brochure recipients or other Cardmember data compiled in accordance with this Section VI. Such data is strictly confidential and proprietary to AEXP and Publisher.

Publisher shall make Brochure ready for shipment on or about 6/4/2007.

Section VII: Pricing

In consideration for services provided to CSMJ by Publisher, CSMJ shall pay the following fee (the "Fee") to Publisher:

Upon execution of contract: 50% of the cost to produce the brochure or \$104,500
Upon shipment of 06/04/2007: 50% of the cost to produce the brochure or \$104,500 +
agreed upon additional ancillary costs + postage

Fee includes: all costs associated with creating and producing the Brochure (excluding Centex Material and other content provided by CSMJ). The Fee does not include any other agreed upon ancillary costs, if agreed to in advance in writing by CSMJ.

CSMJ will pay all postage costs related to the distribution of the Brochure.

Pricing is subject to change if CSMJ requests an increase in volume or different production specifications from those specifications noted above in Section V. CSMJ will incur a penalty of no less than \$5,000 for all type or design changes requested by CSMJ after the SHIP TYPE date indicated in Exhibit A.

Section VIII: Term

The Term of this Agreement shall begin on the Effective Date and terminate on 6/20/2007 ("Termination Date"). To the extent that Publisher has not fulfilled its obligations pursuant to this Agreement by the Termination Date, then Publisher's obligations pursuant to this Agreement shall survive the Termination Date until so satisfied.

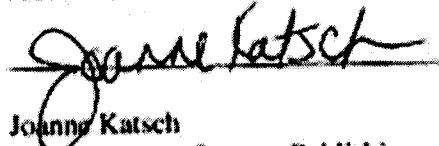
Section IX: Miscellaneous

(a) Each party shall have the non-exclusive limited right to use the other party's trademarks, names and logos solely in connection with the Brochure and the distribution thereof; provided, however, that each and every use shall be approved in writing by the party who owns the name/mark (such approval not to be unreasonably withheld or delayed); (b) CSMJ hereby grants Publisher a non-exclusive license to use the Centex Material (including the trademarks and logos contained therein) in and as part of each Brochure, and CSMJ represents and warrants that it has the right to grant Publisher such license and shall indemnify and hold Publisher harmless from any and all claims that arise from Publisher's use of the Centex Material; (c) CSMJ acknowledges that the content, design,

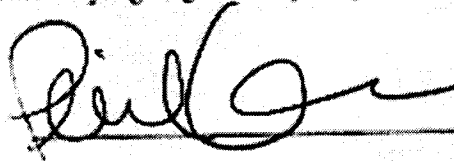
and layout of the Brochure is proprietary to Publisher and Publisher shall own all rights therein and thereto (excluding any content provided by, or by a third party on behalf of, CSMJ and CSMJ's trademarks, tradenames, and logos); (d) Except as set forth in Section IX(b), above, neither party makes any warranties, representations, or guarantees of any kind or nature, whether express, implied, or statutory (including warranties of merchantability and fitness for a particular purpose); (e) This Agreement constitutes the entire and sole agreement between Publisher and CSMJ, and merges all prior and contemporaneous communications with respect to the subject matter hereof; (f) This Agreement shall not be modified or amended except by written agreement signed by both parties; (g) In no event will either party be liable for consequential, incidental, exemplary, special or punitive loss, damage, or expense or lost profits, even if it has been advised of their possible existence; and (h) This Agreement and performance under it shall be governed by and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws.

Please acknowledge your acceptance of this Agreement by signing in the space provided below.

AGREED TO AND ACCEPTED BY:



Joanne Katsch
Vice President Custom Publishing
American Express Publishing Corp.



Phil Gorman
authorized signatory on behalf of CSMJ, Inc.
DBA, American Express Business Advisory
Group

EXHIBIT A Production Schedule

Initial creative meeting	3/9/07	Monday
Publisher presents edit plan to CLIENT	3/15/07	Friday
CLIENT returns edit plan with final comments	3/21/07	Thursday
CLIENT information due (articles, contacts, photos, offers copy, logos, database criteria, etc.)	3/23/07	Monday
Publisher orders paper	3/23/07	Monday
Manuscript due from writers	3/30/07	Monday
Manuscripts due to Art Department	3/30/07	Monday
Publisher internal layout presentation	4/6/07	Monday
Publisher presents first round layout to CLIENT	4/10/07	Wednesday
Publisher submits criteria for database pull	4/10/07	Wednesday
CLIENT returns first round layout with comments	4/17/07	Wednesday
Publisher provides final proofs, with incorporated comments, to CLIENT	4/23/07	Wednesday
CLIENT sends proofs for internal review/legal clearance	4/23/07	Monday

BRC SCHEDULE

SHIP COLOR TO PREPRESS	4/24/07	Wednesday
SHIP TYPE TO PREPRESS	5/1/07	Wednesday
Composites in-house & approved	5/7/07	Tuesday
Prepress ships final files to printer	5/7/07	Tuesday
DBLS in-house & approved	5/9/07	Thursday
BRCS shipped to printer	5/18/07	Monday
Pre-printed BRCs due at printer	5/28/07	Monday

CLIENT signs off on final proofs	4/30/07	Monday
Publisher sends confirmation proof to CLIENT	5/7/07	Monday
CLIENT gives sign-off on confirmation proof	5/10/07	Thursday
Composites in-house	5/16/07	Wednesday
Composites due back	5/17/07	Thursday
Print order and all database tapes due at printer	5/21/07	Monday
Prepress ships print files to printer	5/22/07	Tuesday
DBLs from printer	5/28/07	Monday
DBLs back to printer	5/28/07	Monday
Postage Due	5/29/07	Tuesday
Polybagging	5/31/07	Thursday
Shipment/Mailing begins	6/4/07	Monday

EXHIBIT B

AEXP Branding and Blue Box Logo Guidelines

Overview

The American Express Blue Box logo is recognized around the world as a symbol of our commitment to unsurpassed service, expertise, and integrity. To support our strong and recognizable visual identity, it is essential to use the Blue Box logo in the colors and formats specified in these guidelines.

Because of its global recognition and equity, all American Express communications must include the Blue Box logo. To prevent consumer confusion, no new logos may be created for any American Express product, service, marketing program or business unit.

Size

The recommended size of the Blue Box logo is 0.5" (12.7mm) wide for most standard-page size applications. The minimum size is 0.375" (9.525mm). The recommended online size for the logo is 45 x 45 pixels.

Color

The 4-color, 2-color, and black and white Blue Box logos each contain a radial gradient specifically created to enhance the contrast between the Blue Box and the background.

In all versions of the logo, the outline of the words "American Express" in the Blue Box must always be white, regardless of the background color on which the logo appears. In print communications, use the appropriate color formula based on the paper stock selected (coated vs. uncoated).

Clear Space and Placement

Always use the recommended clear space of 1/3 the width of the Blue Box, as shown, to maintain optimum legibility and avoid interference from nearby text, complex illustrations, or other elements that might compromise the logo's impact. If the logo is placed over simple photographic imagery or graphics, the contrast level and integrity of the logo must not be compromised.

Clear space between the Blue Box logo and a partner's logo should equal at least 1 1/2 times the width of the Blue Box. Logos should never be stacked vertically. The American Express Blue Box logo should always appear on the right.

Registration Mark

The registration mark "®" must always appear with the American Express Blue Box logo. It must always appear as blue except in the 1-color black and white versions, where it should appear as black.

EXHIBIT 4

4624 Paysphere Circle
Chicago, IL 60674

Invoice

DATE	INVOICE #
6/14/2007	AEP4709

BILL TO
CSMJ Inc. Attn.: Phil Gorman 900 East Columbary Ct. Eagle, ID 83616

P.O. NO.	TERMS	PROJECT
	Net 30	Centex Homes Broc...

DESCRIPTION	AMOUNT
Centex DC (Glen Riddle, Ellis Point, and Broad Marsh)	
2nd Installment (50% of \$209,000) to produce 100,000 copies of brochure	104,500.00
Estimated postage \$0.39 center a copy	39,000.00

Charges are Net, Non-Commissionable and Are Not Subject To Any Discounts.

Please Make Your Check Payable to American Express Publishing Corp. and remit to the address at the top of this page. Include invoice number on remittance.

Total	\$143,500.00
Balance Due	\$6,176.00